

Independence

Teamsters #238 (Public Works)

7/1/2005 6/30/2008

CITY OF INDEPENDENCE

AND

TEAMSTERS LOCAL 238

July 1, 2005 - June 30, 2008

CITY OF INDEPENDENCE
July 1, 2005 - June 30, 2008

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AGREEMENT

This Agreement made and entered into this first day of July, 2005 by and between the City of Independence, Iowa, hereinafter referred to as the Employer and Chauffeurs, Teamsters and Helpers Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, mutually agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees as set forth by the Public Employment Relations Board ruling Case No. 2429 including all employees of the City of Independence, Iowa, employed in the following departments: Street, Waste Water, Water, Sewer, Parks, Mechanics and training; excluding those employees excluded by statute.

Section 1.2

Definitions of terms used in this Agreement:

1. The words "employee" and "employees" shall refer only to the employees within the bargaining unit.
2. The words "his/her" as used in this Agreement shall be interpreted to include both masculine and feminine gender.
3. The term "Employer" as used in this Agreement shall mean the City of Independence, Iowa, or its duly authorized representatives.
4. The term "Union" as used in this Agreement, shall mean Chauffeurs, Teamsters and Helpers Local Union 238, or its designated representatives.
5. Length of continuous service as that term is used in this Agreement shall mean employment with the City which is uninterrupted except by reason of approved leave of absence or by layoff if less than twelve (12) consecutive months.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1

This Agreement shall not interfere with, modify or limit the City in the service of its function of control and management of the City. The Union agrees that in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the City shall have the exclusive power, duty and right to: direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees' positions within the public agencies; suspend or discharge public employees for proper cause, maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons, determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted; take such action as may be necessary to carry out the mission of the public employers; initiate, prepare, certify and administer the annual budget; and to exercise all powers and duties granted to the public employer by law, except as specifically modified by this Agreement.

ARTICLE 3 CHECK OFF

Section 3.1

The Employer agrees to deduct union dues from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefore, signed by the employee, all in the manner set forth in Section 20.9, Code of Iowa 1985, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements unless the employee shall give a thirty (30) day written notice to the Employer of cancellation.

Section 3.2

The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of the deduction of money, for Union dues from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of the Chauffeurs, Teamsters and Helpers Local Union 238. Union dues shall be deducted in equal amounts the first two pay periods of each month and shall be remitted after the second day of each following month.

ARTICLE 4 BULLETIN BOARDS

Section 4.1

A bulletin board shall be provided at the Waste Water Treatment Plant and the City Maintenance Shop where posting of Union meetings and other Union business may be displayed.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 - RIGHT TO ADOPT REASONABLE RULES

The City reserves the right to establish and enforce reasonable rules relating to safety, employee conduct and plant operations, subject only to the express limitations contained in this Agreement and the applicable law. Any and all City adopted rules shall be posted.

Section 5.2

In the event an employee is reprimanded, suspended, or discharged, the City shall make a written record of its action and the reason thereof. If a suspended or discharged employee so requests, and the Steward is reasonably available, the employee shall be allowed to confer privately with the Union Steward prior to departing from the workplace.

The Union Steward shall have the right to be present during all disciplinary meetings. The Supervisor shall provide the Steward and the Union a copy of any written disciplinary action issued as soon as practicable after the disciplinary action has been reduced to writing.

Section 5.3 - GRIEVABLE

Any employee who has completed the probationary period may dispute or contest City disciplinary action by filing a grievance pursuant to the grievance procedures in this Article, only.

Section 5.4 - PROGRESSIVE DISCIPLINE STEPS

The following progressive discipline steps will be followed. However, the City reserves the right to eliminate any one or more of the steps in the event the employee commits an act or omission of such a nature as to reasonably require non-progressive discipline.

Offenses:

- 1st - a verbal reprimand (reduced to writing)

2nd - a written reprimand and up to three (3) normal work days suspension without pay

3rd - dismissal

Section 5.5

A grievance shall be defined as an allegation by an employee or group of employees that there has been a violation, misinterpretation or misapplication of any of the terms of this agreement. All matters of dispute that may arise between the employer and the employee or employees, full time or part time, regarding the violation, application or interpretation of the express provisions of this agreement shall be handled in accordance with the following procedures.

Section 5.6 - Informal:

An employee with a grievance shall first discuss the complaint or problem orally with the employee's immediate supervisor or designated representative with the objective of resolving the matter informally. Said discussion shall be initiated by the employee within five (5) working days from the date the employee knew, or in the exercise of ordinary care, should have known of the alleged violation.

Section 5.7 - Grievance Steps:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, the grievant may invoke the formal grievance procedure using the grievance form, which is marked Exhibit B, attached hereto, and by this reference incorporated herein as though fully set forth. The grievant or the Union may present the grievance in writing to the appropriate supervisor within ten (10) working days after the date of the informal discussion.

Within five (5) working days after the delivery of the formal grievance, the appropriate supervisor shall indicate, in writing, disposition of the grievance and deliver a copy thereof to the grievant or to the appropriate union steward.

Step 2: If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievance will be referred to the City Manager who will schedule a meeting with the Union to discuss the grievance within ten (10) working days. The Union and the City Manager may each designate additional individual(s) to participate in the meeting. Within five (5) working days after the meeting, the City Manager will issue a written decision to the Union representative.

Step 3: Any grievance not settled in Step 2 of the Grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fifteen (15) days from the receipt of the decision from Step 2.

Step 4: Within five (5) working days after the date of delivery of the written intent for arbitration, either party may request a panel of arbitrators from the Public Employment Relations Board or meet to select an arbitrator mutually acceptable by the parties and obtain a commitment from said arbitrator for service.

Step 5: Within five (5) working days after receipt of the panel of arbitrators, the City and the Union shall meet and determine by lot which party shall have the right to remove the first name from the list. Immediately thereafter, the parties shall each alternately strike names from the list until one name remains, which person shall then serve as arbitrator. The parties shall immediately notify the Public Employment Relations Board of their selection.

Step 6: The arbitrator so selected shall confer with the designated representative of the City and Union and hold hearings promptly. The arbitrator's decision shall be in writing and shall be final and binding upon both parties. The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, detract from or add to the provision of this agreement.

Section 5.8 - Group Grievance

If a grievance affects more than one employee of the department, or more than one division, such a grievance may be commenced at Step 1 of the grievance procedure. In such event, and in order to be considered timely filed, such a grievance must be filed by the aggrieved person(s) within ten (10) calendar days of the date on which the grievance occurred, or in the exercise of reasonable care, should have been discovered by the employee(s). Thereafter, a group grievance shall follow the procedure as set forth above.

Section 5.9 - Time Limits

In the event the grievant does not proceed from one step of the grievance procedure to the next step of the grievance procedure within the specified time limits, the grievance shall be considered settled and dropped on the basis of the last disposition by the City. In the event the City, or its designated representative, does not deliver the required disposition called for at any step of the grievance procedure within the time limits specified herein, the grievance shall be considered to have been settled in favor of the grievant.

Section 5.10 - Privacy at Meetings - Open Hearings:

All meetings conducted under the foregoing grievance procedure shall be held in private, and shall include only authorized representatives of the City, the aggrieved person(s) and witnesses and their representatives. Hearings before an arbitrator will, however, be open to the public.

ARTICLE 6 PROBATIONARY EMPLOYEE

Section 6.1

Every applicant who is employed shall be deemed on a probationary basis for a period of one hundred eighty (180) days during which time they may be discharged at the sole discretion of the Employer. If not discharged by the end of one hundred eighty (180) day period, they shall become a regular employee and then assigned to such department and at such classification as the Employer elects.

ARTICLE 7 SENIORITY

Section 7.1

Seniority is defined as a regular employee's length of continuous service with the City since the employee's last date of hire. Departmental seniority shall be defined as a regular employee's length of continuous service within a given department since the employee's last date of hire.

Section 7.2

New regular employees shall serve a probationary period in accordance with Article 6. After the completion of the probationary period, employees will be added to the seniority list retroactive to their date of hire.

Section 7.3 Seniority lists:

The City shall maintain a seniority list which shall show the City and departmental seniority of all employees. A copy of said list shall be provided to the Union. The City will make annual modifications to the seniority list if necessary. A copy of the seniority list will be posted on the bulletin boards provided in Article 4. An employee's seniority and employment shall terminate upon any of the following conditions:

- a. Voluntary quit;
- b. Discharge for cause;
- c. The employee is laid off and not re-employed by the City within twelve consecutive months of the day of layoff.
- d. The employee fails to report to work within three (3) working days after being recalled from layoff.
- e. The employee fails to return to work within three (3) working days after the termination of an approved leave of absence.

- f. The employee's absence from work for three (3) or more working days without notice to the employee's supervisor regardless of cause unless the employee is physically unable to give the City any form of notice, as verified by a physician's statement.

Section 7.4 Layoff:

In the event of layoff, the last person hired shall be the first laid off in their department provided, however, if they possess the necessary skill and experience within another department, they may exercise their seniority rights within any other department except the Waste Water Treatment Plant department.

Section 7.5 Recall:

Upon recall, the employees would be returned to work in the reverse order of layoff provided, however, said employee(s) possessed the necessary skill and qualifications to perform the job. Only those employees on layoff from the Waste Water Treatment Plant department will have recall rights to that department under the provisions of this section. An employee on layoff shall receive a notice of recall which shall be by certified mail. The employee must respond to the recall notice within five (5) working days after receipt thereof. If the employee fails to follow the provisions of this Section, all rights to recall are waived. In the event service of notice of recall cannot be made by certified mail to the employee's last known address, service upon the Union as set forth above will comply with the intent of this paragraph. Employees will be called in inverse order of seniority.

ARTICLE 8 HOURS OF WORK

Section 8.1

The regular work week shall consist of forty (40) hours composed of five (5) consecutive eight (8) hour days, Monday through Friday. The normal hours of work shall be 7:00 A.M. to 3:30 P.M. each day with a one-half (1/2) hour non-paid lunch break. The Employer shall post any upcoming changes in the weekly schedule by 11:00 A.M. on Friday of the preceding week.

Section 8.2

When the Departmental Supervisor or Foreman are absent from work due to circumstances including, but not limited to, illness, vacation, educational leave, and other like absences, and the absence(s) exceed(s) three (3) consecutive hours thereby requiring the senior employee to perform supervisory responsibilities, that senior employee shall be compensated at the rate of foreman pay for all hours worked in the absence of supervising personnel, when employee is actually performing supervisory duties.

Section 8.3

All employees shall be required to work at times as scheduled by the Employer.

ARTICLE 9 REPORTING TIME

Section 9.1

Any employee who is scheduled to report for work and reports for work as scheduled shall be given a minimum of twenty-five percent (25%) of the scheduled hours worked or twenty-five percent (25%) of the scheduled hours pay unless such employee is notified not to report to work by the Employer in one of the following ways:

- a. Verbal notification by the supervisor;
- b. Written notice sent to the employee's last known address; or
- c. Notice posted on the bulletin board prior to the close of the employee's last scheduled shift.

Section 9.2

Any employee who returns to work outside of his or her scheduled shift shall be paid a minimum of two hours at the rate of time and one-half (1½). However, if an employee is on site and asked to begin work up to one-half hour early, the two hour minimum shall not apply.

Section 9.3

The provisions of this Article will not be applicable nor will the Employer be liable for the guaranteed amount of work or pay when the Employer is unable to furnish the work by reason of breakdown of machinery or equipment; or if the work scheduled for any affected employee is interrupted or prevented by fires, floods, storms, power failure or interruptions of work due to any other similar emergency beyond the control of the Employer.

ARTICLE 10 OVERTIME

Section 10.1

The regular work week for all full-time employees will be eight (8) hours per day five (5) days per week. If the City determines a longer work week or work day is necessary, overtime rate will be paid to those employees working in excess of the regularly scheduled hours.

Section 10.2

The overtime pay rate shall be at one and one-half (1½) times the hourly rate of pay for all work in excess of eight (8) hours per day or forty (40) hours per week. Time and one-half (1½) shall be paid for all work performed on Saturday and double time shall be paid for all work performed on Sunday. A weekend begins at 3:30 P.M. on Friday and ends at 7:00 A.M. or the beginning of the scheduled shift on Monday. Double time will be paid for those holidays designated in Article 13 which are actually worked, in addition to the eight (8) hours holiday pay to which the employee is entitled.

Section 10.3

The overtime premiums or rates shall not be pyramided or paid twice for the same time worked.

Section 10.4

Meal Allowance. When an employee works four (4) hours beyond the normal workday, the employee shall be entitled to a one-half (1/2) hour lunch break, which shall be taken during the additional four (4) hours work, and which one-half (1/2) hour shall be paid by the City at the employee's overtime rate, however, the employee shall bear the cost of his/her meal.

Section 10.5 Compensatory Time

A. Accrual:

If mutually agreeable, an employee (including a probationary employee) may be reimbursed for over-time for compensatory time off, with the actual hours off being calculated at the time and one-half the numbers actually worked. The employee may accumulate no more than forty (40) hours of compensatory time at any one time. Compensatory time earned may be carried forward as long as it does not exceed the forty (40) hours.

B. Utilization:

To avoid scheduling conflicts, the employee and the department head must agree on the use of compensatory time forty-eight (48) hours prior to the date requested for utilization, unless otherwise mutually agreed.

- C. Accrued Compensatory Time at Retirement/Separation of Employment:
At the time of retirement or separation, accrued compensatory time shall be utilized by giving the employee the appropriate paid time off prior to actually retirement or separation date. Any employee on paid leave while depleting his/her compensatory time prior to retirement or separation shall continue to accrue regular benefits until the actual date of retirement or separation.

ARTICLE 11 JOB BIDDING

Section 11.1 Vacancy and Posting:

When a permanent vacancy occurs which, in the City's judgement, requires a replacement, or a new job is developed or established, a notice of such opening shall be posted on the appropriate bulletin board for two (2) working days after the day of posting with a copy of such notice sent to the Union's designated representative.

Section 11.2

The notices shall set forth the identity and location of the job, the department, the shift and hours and the rate of pay. The notice shall also set forth minimum qualifications for the job. When the notice has been posted for two (2) working days, the City shall remove the notice from the bulletin board and accept no more bids. In the event the City does not wish to fill a vacancy, it shall notify the Union.

Section 11.3

Any employee may bid for any vacancy or new job which is posted. Bids for any said jobs may be made by filling in and signing bid forms supplied by the City. The form shall be handed to and signed by the department supervisor with one (1) copy to be retained by the City, one copy to the employee and one (1) copy to the Union. If there is more than one (1) bidder for the job, it shall be assigned to the employee with the greatest seniority, provided the employee meets the minimum qualifications and possesses the skill and ability required to perform the work. Positions in the Waste Water Treatment Plant department which are posted for bid shall be given to the employee with the greatest seniority within the Waste Water Treatment Plant department provided that employee meets the minimum qualifications and possesses the skill and ability required to perform the work. If there are no successful bidders, the City may either fill the vacancy by giving unqualified bidders an opportunity to learn the work or by transferring from within the bargaining unit or by hiring from outside of the bargaining unit.

Section 11.4

Within five (5) working days after completion of the job posting, the City shall post notice of the successful bidder for the job. The successful bidder will be placed on the job as soon as reasonably practical after the award is posted.

Section 11.5

Employees will be limited to one (1) bid to a lower paying job and one (1) bid laterally within the same classification on an annual basis.

Section 11.6

Trial Period: All successful job bidders shall be given a maximum of thirty (30) scheduled work days to demonstrate the ability to do the work in an acceptable manner. If at the end of the thirty (30) day trial period, the employee fails, in the judgement of the City, to meet the job requirements, the City will return the employee to their former job and thereafter give other qualified bidders, if any, a trial period. The trial period may be extended by mutual agreement of the parties. Only two (2) trial periods per job posting will be required.

ARTICLE 12 TEMPORARY JOB TRANSFERS

Section 12.1

When qualified substitutes are not available, the City shall have the right to make temporary transfers of any employee to any job for a maximum of thirty (30) work days. This period may be extended by mutual agreement of the City and the Union. If a vacancy occurs for a period of time longer than a temporary period outlined above, it shall be bid in accordance with the terms of Article 11, Job Bidding. An employee temporarily transferred or permanently assigned to a classification in a higher labor grade shall be paid at the minimum pay rate of the new classifications or, in the case of temporary transfers only, retain the rate of classification from which transferred if greater.

ARTICLE 13 HOLIDAYS

Section 13.1

The following paid holidays will be observed:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Fourth of July	Christmas Eve Day
Good Friday	Christmas Day
Labor Day	*One-half day, December 31

*commencing at 11:00 A.M.

Section 13.2

Holidays falling on the weekend will be observed on the Friday preceding or the Monday following the holiday, which date shall be determined by the City.

Section 13.3

In order to qualify for holiday pay, regular employees must work their regularly scheduled work day immediately preceding and following holidays except in the cases of serious illness as verified by a doctor's certificate or unless the absence is mutually agreed to in writing by the City and the Union. In order for probationary employees to qualify for holiday pay, they must work their regularly scheduled work day immediately preceding and immediately following the holiday without exception.

Section 13.4

In the event a holiday falls within an employees' vacation period, they shall be granted an additional day's vacation.

Section 13.5

No holiday pay shall be allowed if the holiday occurs during an employee's layoff or during any approved leave of absence, including sick leave.

ARTICLE 14 VACATION

Section 14.1

Full-time employees covered by this Agreement shall be entitled to vacations as of their anniversary date of employment as follows:

Forty hours (5 days) vacation after completion of one (1) year;

Eighty hours (10 days) vacation after completion of two (2) years;

One hundred four hours (13) days vacation after completion of five (5) years;

One hundred twenty hours (15) days vacation after completion of ten (10) years;

One hundred forty-four hours (18) days vacation after completion of fifteen (15) years;

One hundred sixty hours (20 days) vacation after completion of twenty (20) years.

Two hundred hours (25 days) vacation after completion of twenty-five (25) years.

Section 14.2

A written notice of the employee's request for vacation and the dates of vacation shall be given to the department head two (2) days in advance of the start of the employee's vacation period. The number of employees off at any time shall be at the discretion of the Superintendent and the City Manager.

Section 14.3

In the event more than one (1) employee requests the same time off, the employee with the greatest seniority shall be given preference.

Section 14.4

Vacation time will be paid at the regular straight time hourly rate.

Section 14.5

There will be no pay in lieu of vacation.

Section 14.6

Vacation time will not accumulate from one (1) year to the next unless mutually agreed to by the employee and the city manager but in no event shall such accumulation exceed five (5) days.

Section 14.7

Vacations may be taken one (1) day at a time on an annual basis.

ARTICLE 15 CASUAL DAYS

Section 15.1

There shall be two (2) casual days which may be taken annually with the following limitations:

1. A written notice shall be given to the head of the department prior to the end of the previous day work shift.
2. The number of employees off at any time shall be at the discretion of the Superintendent and the City Manager.
3. The pay of this day will be earned at the regular rate of pay.

Section 15.2

Casual Days may be used by taking full or partial days with a minimum of four (4) hours. Casual days will not accumulate from year to year.

ARTICLE 16 SICK LEAVE

Section 16.1

Sick leave shall be earned at the rate of two (2) days per month after the first six (6) months of continuous employment. Sick leave will accumulate at the rate of twelve (12) days per year for the first year of service and twenty-four (24) days per year for each year of service thereafter with a maximum accumulation of one hundred forty (140) days. Employees as of July 1, 2004 that have accumulated one hundred fifty (150) days of sick leave shall be allowed to keep those one hundred fifty (150) days, if those employees drop below one hundred forty (140) days they shall only accrue the maximum one hundred forty (140) days. Sick leave days shall be used for purposes of sickness only, except as outlined in Article 16.2

Section 16.2

Doctor and dental appointments may be used as sick leave time provided the Employer is given a two (2) day notification of the appointment, unless it is an emergency. This time is to be taken in four (4) hour minimum blocks and the employee will provide verification that the appointment was kept to the Employer.

Section 16.3

Sick leave may be taken only as full or half days.

Section 16.4

Employees calling in to report absences and use of sick leave will be notified on the second consecutive day of absence if a doctor's excuse is to be required upon returning to work. Call-ins must be made daily one-half (1/2) hour prior to the start of the employee's regular shift.

Section 16.5

Physical disability related to pregnancy shall be handled in the same manner as any other sick leave. The period of physical disability will be defined as that period of time in which an employee is physically unable to perform her job responsibilities as defined by her physician. Non-compensated pregnancy leave covering time other than periods of physical disability may be granted at the sole discretion of the City.

Section 16.6 - Sick Leave Pay-Out

Upon qualified (in good standing) termination of employment, the employee shall be reimbursed for 10% of unused accumulated sick leave at the employee's current straight time hourly rate.

Section 16.7

An employee may use up to ten (10) days of accumulated sick leave per year in case of illness of the employees immediate family, with immediate family to be defined as spouse, parents, parents-in-law, and children and step-children if living in the home.

ARTICLE 17 FUNERAL LEAVE

Section 17.1

Five (5) days funeral leave with pay will be granted an employee for the death of a spouse, father, mother, children, and stepchildren. Three (3) days funeral leave with pay will be granted for the death of a brother, sister, grandchildren, grandparents, parents in law, brother in law, and sister in law. One (1) day funeral leave with pay will be granted for the death of a stepmother, stepfather, stepsister, stepbrother, aunts, and uncles.

Section 17.2

In order to qualify for compensable funeral leave time the days must fall within the employee's regularly scheduled work week and be used to make arrangements for and/or attend the funeral. Pay for funeral leave shall be at the employees' regular rate of pay and for the number of hours the employee would regularly have been scheduled to work on that day. Funeral leave is not compensable when the employee is on approved leave of absence, vacation or layoff. The City may require proof of attendance.

Section 17.3

Employee will also be granted one (1) day with pay when serving as an actual pallbearer at funerals held in the city and one (1) day with pay when serving as an actual pallbearer at funerals out of the city. Employee shall provide proof of serving as an actual pallbearer, not honorary.

ARTICLE 18 INSURANCE

Section 18.1

The City agrees to maintain the same health insurance benefits which are currently covered by the City's health insurance plan, plus any increases which occur during the life of this Agreement. The City's health benefits include unlimited diagnostic, x-ray and laboratory (DXL) plan. Likewise, for the term of this Agreement, the City agrees to pay for the same coverage of life insurance and group vision coverage plans which are currently in effect. The City further agrees, should the employees so desire, to pay the full cost of family dental care coverage under the dental coverage plan which is currently in effect. Effective July 1, 2005 the insurance coverage shall be as follows:

Deductibles \$250-\$500

Out of Pocket Max \$250-\$500

Employee Family Contribution \$40

Effective July 1, 2006

Deductibles \$250-\$500

Out of Pocket Max \$500-\$1000

Employee Family Contribution \$40

Effective July 1, 2007
Deductibles \$250-\$500
Out of Pocket Max \$750-\$1500
Employee Family Contribution \$50

Section 18.2

In the event of the death of an employee who has worked for the City for ten (10) consecutive years, the City will continue the health insurance benefit for the employee's dependents for a period of one hundred twenty (120) days after the death of the employee.

ARTICLE 19 WORKER'S COMPENSATION

Section 19.1

Employees who are absent from work because of injury or illness compensable under the Iowa Workers Compensation Laws shall be paid in accordance with said laws without any loss of accumulated sick leave time.

Section 19.2 Duty Connected Injury

Any absence resulting from a duty connected injury shall not be deducted from the employee's accumulated sick leave time, except that an employee may use sick leave benefits up until workers compensation starts to cover the employee.

ARTICLE 20 WAGE SCHEDULES

Section 20.1

Rates of pay for all job classifications are as listed on the wage schedule, which is marked Exhibit A attached to this Agreement, and by reference incorporated herein as though fully set forth.

ARTICLE 21 LONGEVITY PAY

Section 21.1

Longevity rates shall be effective and paid commencing with the first pay period following entitlement based upon the regular full-time employee's individual anniversary date of full-time employment. Longevity rate shall be applied as follows:

4 years of service	\$ 15.00 per month
8 years of service	\$ 30.00 per month

12 years of service	\$ 45.00 per month
16 years of service	\$ 60.00 per month
20 years of service	\$ 75.00 per month
24 years of service	\$ 90.00 per month
28 years of service	\$105.00 per month
32 years of service	\$120.00 per month

ARTICLE 22 PAY DAY

Section 22.1

Pay day shall be every other Friday. In the event this day is a holiday, the preceding day shall be pay day.

Section 22.2

Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.

ARTICLE 23 JURY DUTY

Section 23.1

If an employee is called for jury duty, the City will pay the difference in jury duty pay and a regular eight (8) hour day' earnings. If an employee is called for jury duty and must travel to Cedar Rapids or another location outside the City of Independence, the employee shall be allowed to retain the mileage money paid to the employee for jury duty. A certificate from the Clerk of Courts showing dates of service and earnings while on the jury must be submitted to the department head upon returning to work. If released from jury duty prior to eleven on any work day, the employee must return to work.

Section 23.2

Any employee subpoenaed to appear before a court or other public body for any civil or criminal matter in which they are not personally involved (as a plaintiff or defendant) will receive full pay for any time lost.

ARTICLE 24 UNION REPRESENTATIVE

Section 24.1

The Union shall provide written notification to the Employer of the names of all duly elected Union representatives, including but not limited to Union officers, stewards and representatives of the collective bargaining committee.

ARTICLE 25 STEWARDS

Section 25.1

The Employer recognizes the right of the Union to designate one steward from each department. A steward is expected to contact other employees, including part-time employees, regarding grievances at the shift change unless they secure prior permission from the Department head. He may not leave his job assignment or cause another employee including any part-time employee to leave his job assignment, unless he has approval from the Department head.

Section 25.2

The authority of job stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances with the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union and its officers, provided such messages and information:
 - 1) have been reduced to writing, and
 - 2) if not reduced to writing, are of a routine nature and does not involve work stoppages or slow downs.

The Union recognizes that job stewards have no authority to take any strike action or any other action interrupting the Employer's operations.

Section 25.3

The Union, where an unauthorized strike action, slow down, group absenteeism, or work stoppages in violation of the Iowa Statute has occurred, shall promptly order its members to return to work.

ARTICLE 26 UNIFORMS

Section 26.1

All employees will be issued the following items when hired. (5) T-shirts, (1) coveralls, (5) pullover sweatshirts, and two (2) jackets (1 winter and 1 summer) for each employee. The city further agrees to replace such uniforms as they become worn.

Section 26.2

Each employee shall maintain the uniforms in a clean and presentable manner and attach patches furnished by the City to the shirts, jackets or coveralls in a manner that will identify the wearer as an employee of the City. All uniforms are to remain the property of the City and shall be returned to the City when the employment relationship between the City and the employee is terminated. In addition, the employee shall not wear any of the articles of the uniform outside the hours of the employment of the employee. Employees can go home - to and from work in uniform.

ARTICLE 27 TERM OF AGREEMENT

Section 27.1 - Scope of the Agreement

This Agreement disposes of all matters which are the proper subject of collective bargaining between the parties and no modifications hereof shall be effective except by mutual consent of the parties evidenced in writing.

Section 27.2 - Term of the Agreement

This Agreement shall be in full force and effect from and after July 1, 2005, to and including June 30, 2008, and shall continue in full force and effect from year to year thereafter, unless either party shall give written notice to the other of its intention and desire to change and/or modify, amend, or terminate the same no later than the 1st day of October preceding the expiration date of this Agreement, or any annual renewal period thereof.

THIS AGREEMENT entered into by and between Chauffeurs, Teamsters and Helpers Local No. 238 and the City of Independence, Iowa.

Signed this 6th day of June, 2005

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238, affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Gary Dunham
Gary Dunham, Secretary-Treasurer

James Tuecke
Jim Tuecke, Business Representative

Approved and ratified by the Independence City Council this 14th day of
FEBRUARY, 2005.

CITY OF INDEPENDENCE, IOWA

Alan D. Johnson
City Manager
Alan Johnson

ATTEST:

Debra A. Lynn
Debra A. Lynn, City Clerk

EXHIBIT A

	Effective 7-1-04	Effective 7-1-05	Effective 7-1-06	Effective 7-1-07
Waste Water Collection Department				
Operator	\$ 14.17	14.67	15.17	15.72
Operator I	14.22	14.72	15.22	15.77
Operator II	14.34	14.84	15.34	15.89
Operator III	14.83	15.33	15.83	16.38
Waste Water Department				
Operator	14.17	14.67	15.17	15.72
Operator I	14.22	14.72	15.22	15.77
Operator II	14.34	14.84	15.34	15.89
Operator III	14.83	15.33	15.83	16.38
Lab Tech I	14.25	14.75	15.25	15.80
Lab Tech II	14.34	14.84	15.34	15.89
Lab Tech III	14.83	15.33	15.83	16.38
Water Department				
Operator	14.17	14.67	15.17	15.72
Operator I	14.22	14.72	15.22	15.77
Operator II	14.34	14.84	15.34	15.89
Operator III	14.83	15.33	15.83	16.38
Street Department				
Laborer	14.17	14.67	15.17	15.72
Labor Grade I	14.22	14.72	15.22	15.77
Labor Grade II	14.34	14.84	15.34	15.89
Labor Grade III	14.83	15.33	15.83	16.38
Street Foreman	15.36	15.86	16.36	16.91
Parks and Recreation Department:				
I	14.75	15.25	15.75	16.30
II	14.87	15.37	15.87	16.42
III - Superintendent	15.36	15.86	16.36	16.91
Starting wage for all probationary employees in all departments				
	13.52	14.02	14.52	15.07

Training employees not to exceed one year in training.

PROMOTIONAL REQUIREMENTS:

WASTE WATER COLLECTION, WASTE WATER AND WATER:

Operator: After completion of probationary period.

Operator I: By completion of the Grade I State Test, passing score.

Operator II: By completion of Grade II State test, passing score.

Operator III: By promotion via recommendation of department head, after successful completion of Operator II license and/or Labor Grade II hours.

WWC Foreman: By promotion via recommendation of department head.

Lab Tech I: Lab tech personnel with Grade I certification.

Lab Tech II: Lab tech personnel with Grade II certification.

Lab Tech III: By promotion via recommendation of department head, after successful completion of Grade II certification and/or successful completion of 40-hours of continuing education units in approved Waste Water Treatment related courses or seminars.

STREET DEPARTMENT:

Laborer: After completion of probationary period.

Labor Grade I: Successful completion of 20 hours of continuing education units in approved public works related courses or seminars.

Labor Grade II: Successful completion of 40 hours of continuing education units in approved public works related course or seminars.

Labor Grade III: By promotion via recommendation of department head after successful completion of Operator II license and/or Labor Grade II hours.

Street Foreman: By promotion via recommendation of department head.

Mechanic: After completion of probationary period.

Mechanic I: Successful completion of 20 hours of continuing education units in approved courses or seminars.

Mechanic II: Successful completion of 40 hours of continuing education units in approved courses or seminars.

Mechanic III: By promotion via recommendation of department head after successful completion of Mechanic II hours.

PARKS AND RECREATION DEPARTMENT:

Laborer: After completion of probationary period.

Labor Grade I: Successful completion of 20 hours of continuing education units in approved Parks and Recreation related courses or seminars.

Labor Grade II: Successful completion of 40 hours of continuing education units in approved Parks and Recreation related courses or seminars.

Labor Grade III: Superintendent:
By promotion via recommendation of department head after successful completion of Parks and Recreation Labor II hours.

EXHIBIT B
GRIEVANCE BLANK
LOCAL UNION NO. 238

NAME OF MEMBER INVOLVED _____
 ADDRESS _____ PHONE _____
 OCCUPATION _____ DATE HIRED _____
 EMPLOYER _____
 ADDRESS _____ PHONE _____
 PERSON TO NOTIFY _____
 ADDRESS _____
 CONTRACT AND ARTICLE VIOLATED _____
 DATE OF VIOLATION _____
 NATURE OF COMPLAINT: _____

SIGNED _____

UNION CONTENTION _____

COMPANY CONTENTION _____

DATE COMPANY CONTACTED AND SETTLEMENT REJECTED _____
COMPLAINT TAKEN BY _____ DATE _____
ACTION ON GRIEVANCE _____

EXHIBIT "C"
INDEPENDENCE, IOWA ABSENTEEISM POLICY

RATIONALE:

The City of Independence provides 24 hours a day service to the citizens of Independence.

To ensure a safe adequate staffing to accomplish its mission, employees are expected to be available when each shift begins on their assigned days of work. However, it is recognized that a situation may occur, such as illness or accident, which prevents an employee benefits e.e. sick leave and enforced leave due to family emergency. Employees are expected to use this time wisely, taking advantage of accrual to safeguard against the loss of pay during a period of prolonged illness. Absenteeism is defined as absences for any reason when the employee does not have appropriate sick leave, vacation or compensatory time to use. Excessive use of abuse of sick leave is unacceptable.

1. DEFINITIONS:

- a. Absenteeism - absences for any reason when the employee does not have the appropriate sick leave, vacation or compensatory time to use. Absence shall not be considered absenteeism when absence is due to:
 - 1. Unpaid leave approved in advance in accordance with contract.
 - 2. Paid leave approved in advance in accordance with the contract.
 - 3. Disciplinary action.
 - 4. Disabilities covered by Worker's Compensation provided the claim is filed in accordance with City policy.
- b. Excessive Sick Time Use - when more than six separate incidents have been used during a six month period.
- c. Abuse of Sick Leave - two incidents off without pay status, that is, exhaustion of sick leave, compensatory time and vacation, within a 12 month period or use of sick leave for inappropriate reasons.

2. SICK LEAVE USAGE:

Sick leave usage will be monitored monthly by supervisors and employees will be advised when the sixth incident of sick leave usage occurs that they have reached the limit. A written record of usage will be presented to the employee. Three months after that written notice, if the number of absences has continued, the employee will be required to submit a letter from their personal physician stating that their current health status has been evaluated and a treatment regime instituted to resolve any health issues which would lead to excessive use of sick leave. If the employee exhausts the benefit days, that is without pay status, the supervisor will advise the employee in writing that continued exhaustion will be considered abuse of sick leave. Upon the next incident of benefit time exhaustion (without pay), the steps of discipline will be initiated progressing with each succeeding incident of time exhaustion up to and including dismissal. To interrupt the Steps of Discipline, an employee must experience 12 months of work without exhaustion of benefit days.

Those employees who are afflicted with a chronic or long term illness may have the above discipline waived by presented a letter from their physician stating the nature of the illness, that, that condition is being treated and the estimated time for resolution. It is understood that some conditions are permanent, i.e. diabetes, hypertension, etc. Resolution means a state of treatment which brings some control to the employee's physical health and permits that employee to continue to meet regular work schedule commitments. If the physician determines the employee cannot return to regular work assignment, the employer may have the employee evaluated at a clinic as determined by the City to determine work capacity and/or disability. If the employee cannot fulfill the work requirements and job expectations of existing job vacancies, the employee will be terminated from employment.

3. VERIFICATION:

The employee's Supervisor may require verification for any use of sick leave after two (2) days. To be valid, the verification must contain:

Date of illness or accident.

Nature of illness

Any restrictions effecting work assignment.

Expected date of return to duty.

Written signature of health care provider.

Stamped names or those written by someone other than the health care provider will not be accepted.

4. EMPLOYEE'S RESPONSIBILITIES:

All employees shall be responsible for the following:

1. Make every effort to be at work on time every scheduled workday.
2. Personally notify the supervisor or designated staff member of absence at least one-half hour prior to the start of the shift. Calls from relatives or friends will not be accepted as notice except in cases of dire emergency.
3. Complete the Application for Leave as soon as possible. Complete Deviation for Work form for absences up to two hours with the permission of supervisor.
4. Give as much advanced notice as possible when time will be needed for appointments, surgery, funerals, etc.
5. Provide Physician Verification when requested.

6. SUPERVISOR'S RESPONSIBILITIES:

All supervisors shall be responsible for the following:

1. Receive notice of sickness or emergencies and make appropriate staffing adjustments.
2. Monitor the use of sick leave for each employee.
3. Counsel with the employee when sick leave usage becomes excessive.
4. Present the employee with appropriate documentation of sick leave usage.
5. Counsel with the employee when sick leave usage becomes abusive.
6. Initiate progressive discipline when absenteeism of any employee becomes excessive.